

9/22/2015 5:04:55 PM  
Chris Daniel - District Clerk Harris County  
Envelope No. 7045267  
By: Krystal Franklin  
Filed: 9/22/2015 5:04:55 PM

2015-56563 / Court: 151

NO. \_\_\_\_\_

JILL AIMES,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
VS.	§	HARRIS COUNTY, TEXAS
	§	
TRAVELERS HOME AND MARINE	§	
INSURANCE COMPANY,	§	
	§	
Defendant.	§	_____ DISTRICT COURT

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**PLAINTIFF'S ORIGINAL PETITION, JURY DEMAND,  
AND REQUEST FOR DISCLOSURE**

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TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Jill Aimes ("Plaintiff"), and files **Plaintiff's Original Petition, Jury Demand, and Request for Disclosure**, complaining of Travelers Home and Marine Insurance Company ("Travelers" or "Defendant") and for causes of action. Plaintiff respectfully shows the following:

**DISCOVERY CONTROL PLAN**

1. Plaintiff intends to conduct discovery under Level 3, Texas Rules of Civil Procedure 190.4 and 169.

**PARTIES**

2. Plaintiff, Jill Aimes, resides in Harris County, Texas.
3. Defendant, Travelers Home and Marine Insurance Company, is a Texas insurance company, engaged in the business of insurance in the State of Texas. Plaintiff requests service of citation upon Travelers, through its registered agent for service, Corporation Service Company, 211 E 7<sup>th</sup> Street, Suite 620, Austin, TX, 78701-3218. Plaintiff

requests service at this time.

### **JURISDICTION**

4. The Court has jurisdiction over Travelers Home and Marine Insurance Company because this defendant engages in the business of insurance in the State of Texas, and the causes of action arise out of Defendant's business activities in the state, including those in Harris County, Texas, with reference to this specific case.

### **VENUE**

5. Venue is proper in Harris County, Texas, because the insured property is located in Harris County, Texas, and all or a substantial part of the events giving rise to this lawsuit occurred in Harris County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.032.

### **FACTS**

6. Plaintiff asserts claims for fraud, breach of contract, violations of sections 541 and 542 of the Texas Insurance Code, and violations of the Texas DTPA.
7. Plaintiff owns a Travelers Home and Marine Insurance Company homeowner's insurance policy, number 986679851633-1 ("the Policy"), which was issued by Travelers. At all relevant times, Plaintiff owned the insured premises located at 6739 Apple Valley Lane, Houston, Texas 77099 ("the Property").
8. Travelers or its agent sold the Policy, insuring the Property, to Plaintiff. Travelers represented to Plaintiff that the Policy included hail and windstorm coverage for damage to Plaintiff's home.
9. On or about May 25, 2015, the Property sustained extensive damage resulting from a severe storm that passed through the Houston, Texas, area.

10. In the aftermath of the hail and windstorm, Plaintiff submitted a claim to Travelers against the Policy for damage to the Property. Travelers assigned claim number HUK7133001H to Plaintiff's claim.
11. Plaintiff asked Travelers to cover the cost of damage to the Property pursuant to the Policy.
12. Travelers hired or assigned its agents, namely Jason Rafa, to inspect and adjust the claim. Rafa conducted an inspection on or about June 4, 2015. Based on Rafa's inspection and estimate Travelers agreed to pay for the replacement of the storm-damaged left slope of the roof. Travelers also agreed to pay for interior water damage to the kitchen, family room, hallway and foyer, dining room, bathroom, and bedroom. This extensive damage list generated damages totaling only \$1,333.57 after application of depreciation and deductible. This left Plaintiff without adequate recovery to complete proper repairs on her home.
13. Travelers, through its agent, Rafa, conducted a substandard and improper inspection of the Property, which grossly undervalued the cost of repairs in its estimate and yielded an unrealistic amount to underpay coverage.
14. Travelers has ultimately refused full coverage which includes, but is not limited to, replacement of the roof and additional exterior damage, in a manner that complies with Harris County building codes. The damage to Plaintiff's Property is currently estimated at \$81,846.89.
15. As stated above, Travelers improperly adjusted Plaintiff's claim. Without limitation, Travelers misrepresented the cause of, scope of, and cost to repair damages to Plaintiff's Property, as well as the amount of insurance coverage for Plaintiff's claim or loss under

the Policy.

16. Travelers made these and other false representations to Plaintiff, either knowingly or recklessly, as a positive assertion, without knowledge of the truth. Travelers made these false representations with the intent that Plaintiff act in accordance with the misrepresentations regarding the grossly deficient damage and repair estimates prepared by Rafa.
17. Plaintiff relied on Travelers misrepresentations, including but not limited to those regarding coverage, the cause of, scope of, and cost to repair the damage to Plaintiff's Property. Plaintiff's damages are the result of Plaintiff's reliance on these misrepresentations.
18. Upon receipt of the inspection and estimate reports from Rafa, Travelers failed to assess the claim thoroughly. Based upon Travelers' grossly unreasonable, intentional, and reckless failure to investigate the claim properly prior to underpaying coverage, Travelers failed to provide coverage due under the Policy, and Plaintiff suffered damages.
19. Because Travelers failed to provide coverage for Plaintiff's insurance claim, Plaintiff has been unable to complete any substantive repairs to the Property. This has caused additional damage to Plaintiff's Property.
20. Furthermore, Travelers failed to perform its contractual duties to Plaintiff under the terms of the Policy. Specifically, Travelers refused to pay full proceeds due under the Policy, although due demand was made for an amount sufficient to cover the damaged Property, and all conditions precedent to recover upon the Policy were carried out by Plaintiff.
21. Travelers' misrepresentations, unreasonable delays, and continued denials constitute a

breach of the statutory obligations under Chapters 541 and 542 of the Texas Insurance Code. Thus, the breach of the statutory duties constitutes the foundation of a breach of the insurance contract between Defendant and Plaintiff.

22. Travelers' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a) (1). Travelers has failed to settle Plaintiff's claim in a fair manner, although Travelers was aware of their liability to Plaintiff under the Policy. Specifically, Travelers has failed to, in an honest and fair manner, balance its own interests in maximizing gains and limiting disbursements, with the interests of Plaintiff by failing to timely pay Plaintiff coverage due under the Policy.
23. Travelers' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a) (2) (A). Defendant failed to provide Plaintiff a reasonable explanation for underpayment of the claim.
24. Additionally, after Travelers received statutory demand on or about June 16, 2015, Travelers has not communicated that any future settlements or payments would be forthcoming to pay for the entire loss covered under the Policy, nor did it provide any explanation for failing to settle Plaintiff's claim properly.
25. Travelers' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a) (4). Travelers refused to provide full coverage to Plaintiff under the Policy due to Defendant's failure to conduct a reasonable investigation.
26. Specifically, Travelers, through its agents, servants, and representatives, performed an outcome-oriented investigation of Plaintiff's claims, which resulted in a biased, unfair, and

inequitable evaluation of Plaintiff's losses on the Property.

27. Travelers' conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055. Travelers failed to reasonably accept or deny Plaintiff's full and entire claim within the statutorily mandated time after receiving all necessary information.
28. Travelers' conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056. Travelers failed to meet its obligations under the Texas Insurance Code regarding timely payment of the claim. Specifically, Travelers has delayed full payment of Plaintiff's claim longer than allowed, and Plaintiff has not received rightful payment for Plaintiff's claim.
29. Travelers' wrongful acts and omissions forced Plaintiff to retain the professional services of the attorneys and law firm representing her with respect to these causes of action.

**CAUSES OF ACTION AGAINST DEFENDANT TRAVELERS HOME AND  
MARINE INSURANCE COMPANY**

**BREACH OF CONTRACT**

30. Travelers is liable to Plaintiff for intentional violations of the Texas Insurance Code, and intentional breach of the common law duty of good faith and fair dealing. It follows, then, that the breach of the statutory duties constitutes the foundation of an intentional breach of the insurance contract between Travelers and Plaintiff.
31. Travelers' failure and/or refusal to pay adequate coverage as obligated under the Policy, and under the laws of the State of Texas, constitutes a breach of Travelers' insurance contract with Plaintiff.

**NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE:**

**UNFAIR SETTLEMENT PRACTICES**

32. Travelers' conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a). All violations under this article are actionable by TEX. INS. CODE §541.151.
33. Travelers' unfair settlement practice of misrepresenting to Plaintiff material facts relating to coverage constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a) (1).
34. Travelers' unfair settlement practice of failing to attempt in good faith to make a prompt, fair, and equitable settlement of the claim, even though Travelers' liability under the Policy was reasonably clear, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a) (2) (A).
35. Travelers' unfair settlement practice of failing to provide Plaintiff a prompt and reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for underpayment and denial of the claim, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a) (3).
36. Travelers' unfair settlement practice of refusing to pay Plaintiff's full claim without conducting a reasonable investigation constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a) (7).

**NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE:  
THE PROMPT PAYMENT OF CLAIMS**

37. Travelers' conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are actionable under TEX. INS. CODE §542.060.

38. Travelers' delay in paying Plaintiff's claim following receipt of all items, statements, and forms reasonably requested and required, for longer than the amount of time provided, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.058.

**BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

39. Travelers' conduct constitutes a breach of the common law duty of good faith and fair dealing owed to an insured in insurance contracts.
40. Travelers' failure to adequately and reasonably investigate and evaluate Plaintiff's claim, even though Travelers knew or should have known by the exercise of reasonable diligence that liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

**DTPA VIOLATIONS**

41. Travelers' conduct constitutes multiple violations of the Texas Deceptive Trade Practices Act ("DTPA"), TEX. BUS. & COM. CODE 17.41–63. Plaintiff is a consumer of goods and services provided by Travelers pursuant to the DTPA. Plaintiff has met all conditions precedent to bringing this cause of action against Travelers. Specifically, Travelers' violations of the DTPA include, without limitation, the following matters:
- A. By its acts, omissions, failures, and conduct, Travelers has violated sections 17.46(b)(2), (5), (7), (9), (12), (20) and (24) of the DTPA. Travelers' violations include, (1) unreasonable delays in the investigation, adjustment, and resolution of Plaintiff's claim, (2) failure to give Plaintiff the benefit of the doubt, and (3) failure to pay for the proper repair of Plaintiff's property when liability has become

reasonably clear, which gives Plaintiff the right to recover under section 17.46(b)(2).

- B. Travelers represented to Plaintiff that the Policy and Travelers' adjusting agent and investigative services had characteristics or benefits they did not possess, which gives Plaintiff the right to recover under section 17.46(b)(5) of the DTPA.
- C. Travelers represented to Plaintiff that Travelers' Policy and adjusting services were of a particular standard, quality, or grade when they were of another, in violation of section 17.46(b)(7) of the DTPA.
- D. Travelers advertised the Policy and adjusting services with the intent not to sell them as advertised, in violation of section 17.46(b)(9) of the DTPA.
- E. Travelers breached an express warranty that the damages caused by wind and hail would be covered under the Policy. This breach entitles Plaintiff to recover under sections 17.46(b) (12) and (20) and 17.50(a) (2) of the DTPA.
- F. Travelers' actions are unconscionable in that Travelers took advantage of Plaintiff's lack of knowledge, ability, and experience to a grossly unfair degree. Travelers' unconscionable conduct gives Plaintiff a right to relief under section 17.50(a) (3) of the DTPA; and
- G. Travelers' conduct, acts, omissions, and failures, as described in this petition, are unfair practices in the business of insurance in violation of section 17.50(a)(4) of the DTPA.

42. Each of the above-described acts, omissions, and failures of Travelers is a producing cause of Plaintiff's damages. All of Travelers' acts, omissions, and failures were committed "knowingly" and "intentionally," as defined by the Texas Deceptive Trade Practices Act.

#### **FRAUD**

43. Travelers is liable to Plaintiff for common law fraud.
44. Every misrepresentation described above concerned material facts that absent such representations, Plaintiff would not have acted as she did, and Travelers knew the representations were false or made recklessly without any knowledge of their truth as a positive assertion.
45. Travelers made these statements intending that Plaintiff act upon them. Plaintiff then acted in reliance upon these statements, thereby causing Plaintiff to suffer injury constituting common law fraud.

#### **KNOWLEDGE**

46. Defendant made each of the acts described above, together and singularly, "knowingly," as defined in the Texas Insurance Code, and each was a producing cause of Plaintiff's damages described herein.

#### **WAIVER AND ESTOPPEL**

47. Defendant waived and is estopped from asserting any coverage defenses, conditions, exclusions, or exceptions to coverage not contained in any reservation of rights letter to Plaintiff.

#### **DAMAGES**

48. The damages caused to the Property have not been properly addressed or repaired since the claim was made, causing further damage to the Property, and undue hardship and burden to Plaintiff. These damages are a direct result of Defendant's mishandling of Plaintiff's claims in violation of the laws set forth above.
49. Plaintiff currently estimates that actual damages to the Property under the Policy are \$81,846.89.
50. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained. The above described acts, omissions, failures, and conduct of Defendant have caused Plaintiff's damages, which include, without limitation, the cost to properly repair Plaintiff's Property and any investigative and engineering fees incurred.
51. For breach of contract, Plaintiff is entitled to regain the benefit of her bargain, which is the amount of her claims, consequential damages, together with attorney's fees.
52. For noncompliance with the DTPA and Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of benefits owed pursuant to the Policy, mental anguish, court costs, and attorney's fees. For knowing and intentional conduct of the acts described above, Plaintiff asks for three (3) times her actual damages. TEX. INS. CODE §541.152 and TEX. BUS. & COM. CODE 17.50(b) (1).
53. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of her claims, plus an eighteen percent (18%) per annum penalty on those claims, as damages, as well as pre-judgment interest and reasonable attorney's fees. TEX. INS. CODE §542.060.

54. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from Defendant's breach of duty, such as additional costs, economic hardship, losses due to the nonpayment of the amount Travelers owed, exemplary damages, and damages for emotional distress.
55. Defendant's breach of the common law duty of good faith and fair dealing was committed intentionally, with a conscious indifference to Plaintiff's rights and welfare, and with "malice," as that term is defined in Chapter 41 of the Texas Civil Practices and Remedies Code. These violations are the type of conduct which the State of Texas protects its citizens against by the imposition of exemplary damages. Therefore, Plaintiff seeks the recovery of exemplary damages in an amount determined by the finder of fact sufficient to punish Defendant for their wrongful conduct, and to set an example to deter Defendant and others from committing similar acts in the future.
56. For fraud, Plaintiff is entitled to recover actual and exemplary damages for knowingly fraudulent and malicious representations, along with attorney's fees, interest, and court costs.
57. For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorneys subscribed to this pleading. Therefore, under Chapter 38 of the Texas Civil Practices and Remedies Code, sections 541 and 542 of the Texas Insurance Code, and section 17.50 of the DTPA, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorneys in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

58. As required by Rule 47(b) of the Texas Rules of Civil Procedure, Plaintiff's counsel states that the damages sought are in an amount within the jurisdictional limits of this Court. As required by Rule 47(c)(3) of the Texas Rules of Civil Procedure, Plaintiff's counsel states that Plaintiff seeks only monetary relief of no less than \$100,000.00, but no more than \$200,000.00, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees. A jury will ultimately determine the monetary relief actually awarded, however. Plaintiff also seeks pre-judgment and post-judgment interest at the highest legal rate.

#### **REQUESTS FOR DISCLOSURE**

59. Under Texas Rules of Civil Procedure 190 and 194, Plaintiff requests that Defendant disclose, within fifty (50) days from the date this request is served, the information or material described in Rules 190.2(b)(6) and 194.2.

#### **JURY DEMAND**

60. Plaintiff hereby requests a jury trial for all causes of action alleged herein, tried before a jury consisting of citizens residing in Harris County, Texas. Plaintiff hereby tenders the appropriate jury fee.

#### **PRAYER**

Plaintiff prays that Defendant, Travelers Home and Marine Insurance Company, be cited and served to appear, and that upon trial hereof, Plaintiff, Jill Aimes, recovers from Defendant, Travelers Home and Marine Insurance Company, such sums as would reasonably and justly compensate Plaintiff in accordance with the rules of law and procedure, as to actual, consequential, and treble damages under the Texas Insurance Code and Texas Deceptive Trade Practices Act, and

all punitive, additional, and exemplary damages as may be found. In addition, Plaintiff requests the award of attorney's fees for the trial and any appeal of this case, for all costs of Court expended on Plaintiff's behalf, for pre-judgment and post-judgment interest as allowed by law, and for any other relief, at law or in equity, to which Plaintiff may show himself justly entitled.

Respectfully submitted,

CHAD T WILSON LAW FIRM PLLC

By: /s/ Chad T. Wilson

Chad T. Wilson

Bar No. 24079587

CWilson@cwilsonlaw.com

Christian E. Hawkins

Bar No. 24092499

CHawkins@cwilsonlaw.com

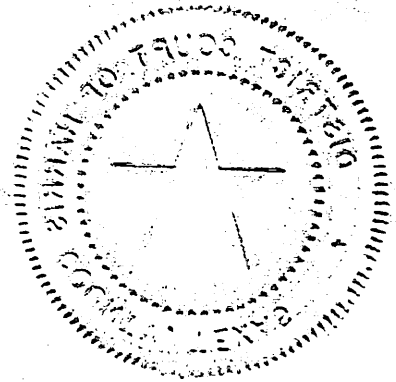
1322 Space Park Drive, Suite A155

Houston, Texas 77058

Telephone: (832) 415-1432


Facsimile: (281) 940-2137

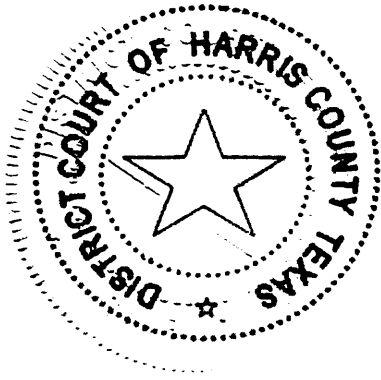
ATTORNEYS FOR PLAINTIFF



THE STATE OF TEXAS  
COUNTY OF DALLAS  
I, the undersigned, Clerk of the County of Dallas, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Dallas.

Witness my hand and the seal of the County of Dallas, this 1st day of October, 2015.

  
Clerk of the County of Dallas



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office this October 5, 2015

Certified Document Number: 67142839

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

## CIVIL CASE INFORMATION SHEET

9/22/2015 5:04:55 PM

Chris Daniel - District Clerk

Harris County

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

STYLED

2015-56563 / Court: 151

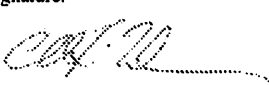
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By: FRANKLIN, KRYSTAL G

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(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

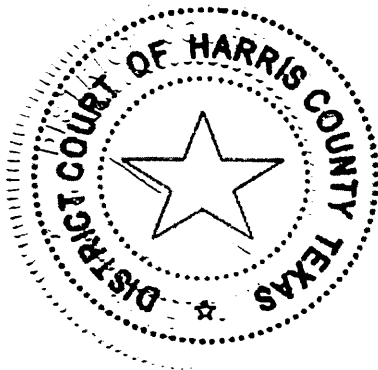
<b>1. Contact information for person completing case information sheet:</b> Name: Chad T. Wilson Email: cwilson@cwilsonlaw.com Address: 1322 Space Park Drive, Suite A155 Telephone: 832-415-1432 City/State/Zip: Houston, Texas 77058 Fax: 281-940-2137 Signature:  State Bar No: 24079587		<b>Names of parties in case:</b> Plaintiff(s)/Petitioner(s): <u>Jill Almes</u> Defendant(s)/Respondent(s): <u>Travelers Home and Marine Insurance Company</u> (Attach additional page as necessary to list all parties)		<b>Person or entity completing sheet is:</b> <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other:																				
<b>2. Indicate case type, or identify the most important issue in the case (select only 1):</b>		<table border="1"> <tr> <th colspan="2">Civil</th> <th colspan="2">Family Law</th> </tr> <tr> <td> <b>Contract</b>  <input checked="" type="checkbox"/> Debt/Contract  <input type="checkbox"/> Consumer/DTPA  <input type="checkbox"/> Debt/Contract  <input type="checkbox"/> Fraud/Misrepresentation  <input type="checkbox"/> Other Debt/Contract:  <b>Foreclosure</b>  <input type="checkbox"/> Home Equity—Expedited  <input type="checkbox"/> Other Foreclosure  <input type="checkbox"/> Franchise  <input type="checkbox"/> Insurance  <input type="checkbox"/> Landlord/Tenant  <input type="checkbox"/> Non-Competition  <input type="checkbox"/> Partnership  <input type="checkbox"/> Other Contract:         </td> <td> <b>Injury or Damage</b>  <input type="checkbox"/> Assault/Battery  <input type="checkbox"/> Construction  <input type="checkbox"/> Defamation  <input type="checkbox"/> Malpractice  <input type="checkbox"/> Accounting  <input type="checkbox"/> Legal  <input type="checkbox"/> Medical  <input type="checkbox"/> Other Professional Liability:  <input type="checkbox"/> Motor Vehicle Accident  <input type="checkbox"/> Premises  <input type="checkbox"/> Product Liability  <input type="checkbox"/> Asbestos/Silica  <input type="checkbox"/> Other Product Liability            List Product:  <input type="checkbox"/> Other Injury or Damage:         </td> <td> <b>Real Property</b>  <input type="checkbox"/> Eminent Domain/Condemnation  <input type="checkbox"/> Partition  <input type="checkbox"/> Quiet Title  <input type="checkbox"/> Trespass to Try Title  <input type="checkbox"/> Other Property:  <b>Related to Criminal Matters</b>  <input type="checkbox"/> Expunction  <input type="checkbox"/> Judgment Nisi  <input type="checkbox"/> Non-Disclosure  <input type="checkbox"/> Seizure/Forfeiture  <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment  <input type="checkbox"/> Other:         </td> <td> <b>Marriage Relationship</b>  <input type="checkbox"/> Annulment  <input type="checkbox"/> Declare Marriage Void  <b>Divorce</b>  <input type="checkbox"/> With Children  <input type="checkbox"/> No Children  <b>Other Family Law</b>  <input type="checkbox"/> Enforce Foreign Judgment  <input type="checkbox"/> Habeas Corpus  <input type="checkbox"/> Name Change  <input type="checkbox"/> Protective Order  <input type="checkbox"/> Removal of Disabilities of Minority  <input type="checkbox"/> Other:         </td> <td> <b>Post-judgment Actions (non-Title IV-D)</b>  <input type="checkbox"/> Enforcement  <input type="checkbox"/> Modification—Custody  <input type="checkbox"/> Modification—Other  <b>Title IV-D</b>  <input type="checkbox"/> Enforcement/Modification  <input type="checkbox"/> Paternity  <input type="checkbox"/> Reciprocals (UIFSA)  <input type="checkbox"/> Support Order  <b>Parent-Child Relationship</b>  <input type="checkbox"/> Adoption/Adoption with Termination  <input type="checkbox"/> Child Protection  <input type="checkbox"/> Child Support  <input type="checkbox"/> Custody or Visitation  <input type="checkbox"/> Gestational Parenting  <input type="checkbox"/> Grandparent Access  <input type="checkbox"/> Parentage/Paternity  <input type="checkbox"/> Termination of Parental Rights  <input type="checkbox"/> Other Parent-Child:         </td> </tr> <tr> <td> <b>Employment</b>  <input type="checkbox"/> Discrimination  <input type="checkbox"/> Retaliation  <input type="checkbox"/> Termination  <input type="checkbox"/> Workers' Compensation  <input type="checkbox"/> Other Employment:         </td> <td colspan="3"> <b>Other Civil</b>  <input type="checkbox"/> Administrative Appeal  <input type="checkbox"/> Antitrust/Unfair Competition  <input type="checkbox"/> Code Violations  <input type="checkbox"/> Foreign Judgment  <input type="checkbox"/> Intellectual Property  <input type="checkbox"/> Lawyer Discipline  <input type="checkbox"/> Perpetuate Testimony  <input type="checkbox"/> Securities/Stock  <input type="checkbox"/> Tortious Interference  <input type="checkbox"/> Other:         </td> <td></td> </tr> <tr> <td> <b>Tax</b>  <input type="checkbox"/> Tax Appraisal  <input type="checkbox"/> Tax Delinquency  <input type="checkbox"/> Other Tax         </td> <td colspan="4"> <b>Probate &amp; Mental Health</b>  <b>Probate/Wills/Intestate Administration</b>  <input type="checkbox"/> Dependent Administration  <input type="checkbox"/> Independent Administration  <input type="checkbox"/> Other Estate Proceedings  <input type="checkbox"/> Guardianship—Adult  <input type="checkbox"/> Guardianship—Minor  <input type="checkbox"/> Mental Health  <input type="checkbox"/> Other:         </td> </tr> </table>				Civil		Family Law		<b>Contract</b> <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <input type="checkbox"/> Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:	<b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:	<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:	<b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:				<b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<b>Probate &amp; Mental Health</b> <b>Probate/Wills/Intestate Administration</b> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:			
Civil		Family Law																						
<b>Contract</b> <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <input type="checkbox"/> Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:	<b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:	<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:																				
<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:	<b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:																							
<b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<b>Probate &amp; Mental Health</b> <b>Probate/Wills/Intestate Administration</b> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:																							
<b>3. Indicate procedure or remedy, if applicable (may select more than 1):</b>																								
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover																				
<b>4. Indicate damages sought (do not select if it is a family law case):</b>																								
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input checked="" type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000																								

1. The first of these is the fact that the United States has a large and growing population of people who are not citizens of the United States. This is a result of the large number of people who have immigrated to the United States in recent years, and the fact that many of these people are not naturalized citizens.

1991 *Journal of Management Studies* 28(1): 1-14

100-443889-100

be appointed as directors of the company. The Board shall have the right to appoint or remove any director at any time and may also have the power to suspend any director from office.



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office this October 5, 2015

Certified Document Number: 67142840

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

9/22/2015 5:04:55 PM  
Chris Daniel - District Clerk  
Harris County  
Envelope No: 7045267  
By: FRANKLIN, KRYSTAL G  
Filed: 9/22/2015 5:04:55 PM  
cwilson@cwilsonlaw.com

CHAD T. WILSON LAW FIRM  
2015-56563 / Court 151

CHAD T. WILSON - Attorney at Law

September 22, 2015

Mr. Chris Daniel  
Harris County District Clerk  
P.O. Box 4651  
Houston, Texas 77002

RE: Cause No.: \_\_\_\_\_; *Jill Aimes v. Travelers Home and Marine Insurance Company*, In  
the \_\_\_\_\_ District Court, Harris County, Texas.

Dear Mr. Daniel:

Please prepare a civil process citation for the following and have served by Certified Mail  
Return Receipt Requested through the court:

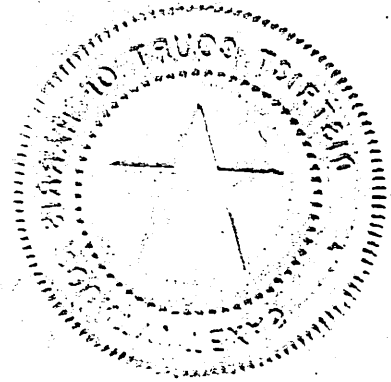
1. Travelers Home and Marine Insurance Company  
c/o Corporation Service Company  
211 East 7<sup>th</sup> Street, Suite 620  
Austin, Texas 78701-3218

I understand that there is a charge for this service and an additional charge to attach a copy  
of the Original Petition to the citation will be charged. If any additional information is needed,  
feel free to contact this office. Thank you for your cooperation and assistance.

Sincerely yours,



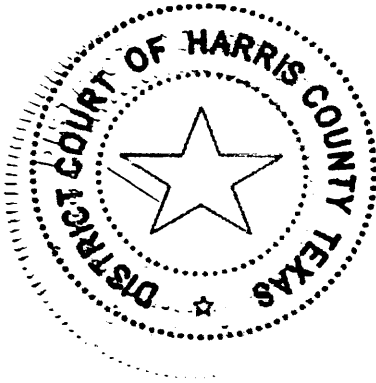
Chad T. Wilson  
Texas State Bar No. 24079587  
Chad T Wilson Law Firm PLLC  
Office: (832) 415-1432  
Fax: (281) 940-2137



and the State of Texas, and the  
County of [redacted] State of Texas,  
do hereby certify that the within and  
above described [redacted] is a  
true and correct copy of the  
original as the same appears of record  
in the [redacted] of the County of [redacted]  
State of Texas.

Witness my hand and the seal of said County  
this [redacted] day of [redacted] 2015.

  
[redacted]  
County Clerk



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office  
this October 5, 2015

Certified Document Number: 67142841

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

7014 3490 0001 9500 4373 A.S.

CAUSE NO. 201556563

RECEIPT NO.

75.00

CTM

\*\*\*\*\*

TR # 73171712

PLAINTIFF: AIMES, JILL

vs.

DEFENDANT: TRAVELERS HOME AND MARINE INSURANCE COMPANY

In The 151st  
Judicial District Court  
of Harris County, Texas  
151ST DISTRICT COURT  
Houston, TX

CITATION

THE STATE OF TEXAS  
County of Harris**FILED**  
Chris Daniel  
District Clerk

SEP 23 2015

By \_\_\_\_\_  
Harris County, Texas  
DeputyTO: TRAVELERS HOME AND MARINE INSURANCE COMPANY THROUGH ITS REGISTERED  
AGENT CORPORATION SERVICE COMPANY  
211 E 7TH STREET SUITE 620 HOUSTON TX 787013218Attached is a copy of PLAINTIFF'S ORIGINAL PETITION REQUEST FOR DISCLOSURES AND JURY DEMANDThis instrument was filed on the 22nd day of September, 2015, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 23rd day of September, 2015, under my hand and seal of said Court.

Issued at request of:

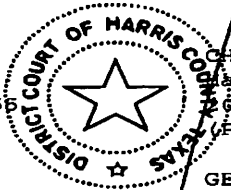
WILSON, CHAD TROY

1322 SPACE PARK DRIVE SUITE A156

HOUSTON, TX 77058

Tel: (281) 334-1753

Bar No.: 24079587



CHRIS DANIEL, District Clerk

Harris County, Texas

201 Caroline Houston, Texas 77002

(P.O. Box 4651, Houston, Texas 77210)

GENERATED BY: FRANKLIN, KRYSTAL GA Q8I//10199944

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., on the \_\_\_\_\_ day of \_\_\_\_\_.

Executed at (address) \_\_\_\_\_ in

\_\_\_\_\_ County at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_, by delivering to \_\_\_\_\_ defendant, in person, a true copy of this Citation together with the accompanying \_\_\_\_\_ copy(ies) of the \_\_\_\_\_ Petition

attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this \_\_\_\_\_ day of \_\_\_\_\_.

Fee: \$ \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ County, Texas

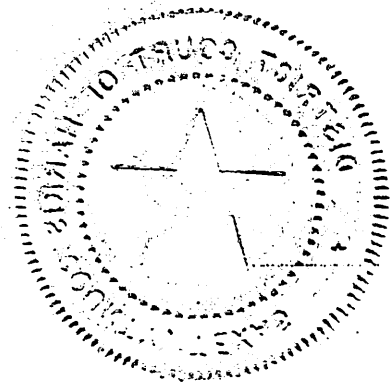
Affiant

By \_\_\_\_\_  
Deputy

On this day, \_\_\_\_\_, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_.

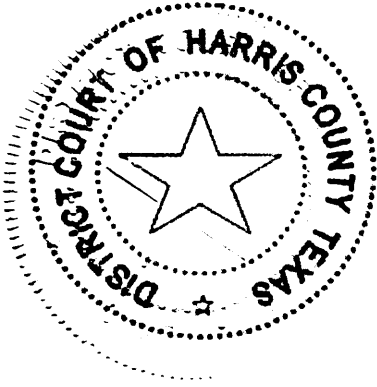
Notary Public



On this 24th day of October, 2015, I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original document, as the same appears to me, and I am a member of the State Bar of Texas, and I am duly qualified to administer oaths.

Subscribed and sworn to before me this 24th day of October, 2015.

*[Signature]*  
Notary Public in and for the State of Texas  
My Commission Expires 10/24/2017



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office  
this October 5, 2015

Certified Document Number: 67192467

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

CONFIRMED FILE DATE: 9/25/2015

U.S. Postal Service™  
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 Domestic Mail Only

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 Certified Fee \$3.45  
 Return Receipt Fee (Endorsement Required) \$2.50  
 Restricted Delivery Fee (Endorsement Required) \$7.85  
 Total Postage \$15.44

RECEIVED  
 SEP 23 2015  
 SEP 25 2015  
 Here  
 Chris Daniel  
 District Clerk

Sent To Travelers Home and Marine Insurance Company  
 c/o Corporation Service Company  
 211 E 7th Street Suite 620  
 Houston, TX 77001 3218

Street & Apt No or PO Box No  
 City State ZIP+ 2015-56863 1518T

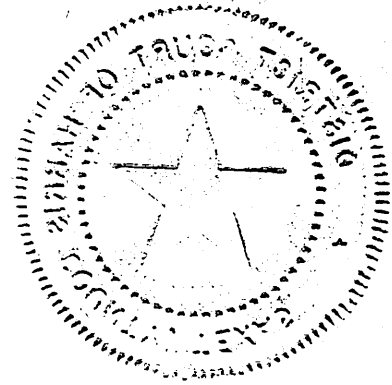
PS Form 3800, July 2014 See Reverse for Instructions

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- A Certified Mail receipt (this portion of the Certified Mail label)
  - A unique identifier for your mailpiece
  - Electronic verification of delivery or attempted delivery
  - A record of delivery (including the recipient's signature) that is retained by the Postal Service® for a specified period
- Important Reminders**
- You may purchase Certified Mail service with First Class Mail®, First Class Package Service®, or Priority Mail® service.
  - Certified Mail service is *not* available for international mail.
  - Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does change the insurance coverage automatically included with certain Priority Mail items.
  - For an additional fee, you may request the following services:
    - Return receipt service, which provides you with a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*, attach PS Form 3811 to your mailpiece. Include applicable postage to cover the return receipt service fee, and endorse the mailpiece. Return Receipt Requested, or see a retail associate for assistance. For an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt, present this USPS® postmarked Certified Mail receipt to the retail associate, who will provide a duplicate return receipt for no additional fee.
    - Restricted delivery service, which provides delivery to the addressee specified by name or to the addressee's authorized agent. Include applicable postage to cover the restricted delivery fee and endorse the mailpiece. Restricted Delivery, or see a retail associate for assistance.
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

**IMPORTANT: Save this receipt for your records.**

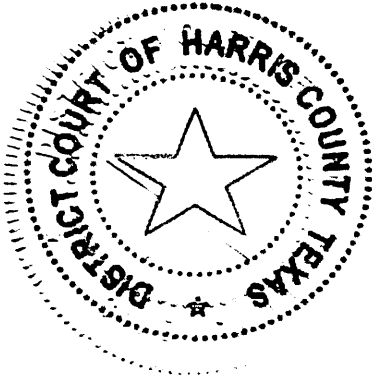
PS Form 3800 July 2014 (Reverse) PSN 7530-02-000-9047



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Texas, at Austin, Texas, this 27th day of October, 2015.

\_\_\_\_\_  
Governor of the State of Texas

\_\_\_\_\_  
Secretary of the State of Texas



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office this October 5, 2015

Certified Document Number: 67226060

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS